

Exhibit A

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

HOWARD DELACRUZ-BANCROFT,

Plaintiff,

v.

Case No. 1:23-CV-00023-JB-KK

FIELD NATION, LLC; SPARTAN
COMPUTER SERVICES/NATIONAL
SERVICE CENTER; AND
JACK IN THE BOX INC.,

Defendants.

**AFFIDAVIT IN SUPPORT OF MOTION TO COMPEL ARBITRATION AND TO
DISMISS PLAINTIFF'S COMPLAINT**

STATE OF MINNESOTA

COUNTY OF HENNEPIN

1. I am the Chief Technology Officer ("CTO") of Field Nation, LLC. All of the information contained herein is based on my personal knowledge unless otherwise indicated and if called and sworn as a witness, I could competently testify thereto.

2. I have been an employee of Field Nation since 2010. I was the Director of Information Technology from 2010 to 2014, when I became the CTO. I hold a Bachelor of Science in Computer Science from Saint Cloud State University and have been a professional in the area of computer science and engineering for over 20 years. As CTO I am responsible for product development and delivery as well as implementation of Field Nation's long-term strategic technology roadmap, including technical architecture, platform, data design, and Field Nation's engineering practices.

3. Field Nation is an Internet-based marketplace that allows independent technicians

that Field Nation calls “Providers” to connect with businesses needing services, which Field Nation refers to as Users.

4. As CTO, I have access to and am familiar with the Provider Terms and Conditions, which constitutes an agreement between Field Nation and Providers. I am also familiar with how Providers must agree to use the Field Nation Platform.

5. A Provider that is interested in registering to use the Field Nation platform can go to the Field Nation website, www.fieldnation.com. On the home page there are multiple avenues for a Provider to register.

6. Providers are required to create a profile, input some basic information, and agree to the Field Nation Terms of Use in order to register.

7. Once a Provider such as Howard De La Cruz- Bancroft has signed up by filling out the information and agreeing to the Provider Terms and Conditions, he can begin to see opportunities posted by the Users.

8. Every time a Provider uses the Field Nation Platform and agrees to the Provider Terms and Conditions, a record is made. These records are kept in the ordinary course of business.

9. Based on my review of the data regarding Plaintiff Howard De La Cruz- Bancroft’s use of Field Nation’s Platform, Plaintiff agreed to the Provider Terms and Conditions. A true and correct copy of Plaintiff’s use of the Platform (and thereby agreeing to the terms and conditions) is attached hereto as **Exhibit 1**.

10. The Provider Terms and Conditions to which Plaintiff agreed contain the following Arbitration Agreement:

17. Arbitration Agreement and Class Action Waiver

Field Nation and Provider mutually agree to resolve any and all covered justiciable disputes between them exclusively through final and binding arbitration instead of a court or jury trial. This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and applies to any and all claims arising out of or relating to the Provider Terms, this arbitration agreement, the Provider’s classification as an independent contractor, Provider’s provision of services, Provider’s use of the Platform, any payments made or received by Provider through

the Platform or arising out of or relating to the acceptance or performance of services arranged through the Platform, the termination of this Agreement, and all other aspects of the Provider's relationship (or the termination of its relationship) with Field Nation, past, present or future, whether arising under federal, state or local statutory and/or common law. Provider and Field Nation agree that the mutual obligations to arbitrate disputes provide adequate consideration for this arbitration agreement.

.... The arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

11. Had Mr. De La Cruz-Bancroft not agreed to the Provider Terms and Conditions, he would not have been able to use the Field Nation platform to accept work orders posted by Users. Put another way, without agreeing to the Provider Terms and Conditions a Provider cannot access the platform's functionality and there is no independent contractor relationship between Field Nation and the Provider.

12. I understand that this Declaration is made subject to 28 U.S.C. § 1746 under penalty of perjury.

13. FURTHER AFFIANT SAYETH NAUGHT.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 22, 2023.

A handwritten signature in black ink, appearing to read 'Travis Emslander', is written above a horizontal line.

TRAVIS EMSLANDER, CTO

EXHIBIT 1

user_id	user_firstname	user_lastname	terms	accepted_time_utc	ip_address
33,663	Howard	DeLaCruz-Bancrof	https://app.fieldnation.com/legal/?a=provider&v=1340298000	'2012-10-03 06:23:28.000	75.150.16.137
33,663	Howard	DeLaCruz-Bancrof	https://app.fieldnation.com/legal/?a=provider&v=1411603200	'2014-10-08 17:28:07.000	70.210.225.183
33,663	Howard	DeLaCruz-Bancrof	https://app.fieldnation.com/legal/?a=provider&v=1423598228	'2015-02-19 09:15:35.000	97.123.211.248
33,663	Howard	DeLaCruz-Bancrof	https://app.fieldnation.com/legal/?a=provider&v=1471323600	'2016-09-01 16:20:10.000	174.56.68.95
33,663	Howard	DeLaCruz-Bancrof	https://app.fieldnation.com/legal/?a=provider&v=1504035677	'2017-08-29 22:57:09.000	172.16.20.90
33,663	Howard	DeLaCruz-Bancrof	https://app.fieldnation.com/legal/?a=user&v=1340298000	'2012-10-03 06:23:28.000	75.150.16.137
33,663	Howard	DeLaCruz-Bancrof	https://app.fieldnation.com/legal/?a=user&v=1411603200	'2014-10-08 17:28:07.000	70.210.225.183
33,663	Howard	DeLaCruz-Bancrof	https://app.fieldnation.com/legal/?a=user&v=1472139097	'2016-09-01 16:20:10.000	174.56.68.95